

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

RAYMOND CRINER, and)	
RENE HILL CRINER,)	
)	
Plaintiffs,)	
)	
v.)	No. 4:09CV0237 AGF
)	
REGINALD WHITE, GRANE TRUCK)	
LEASING CORP., GRANE)	
TRANSPORTATION LINES, LTD., and)	
DDS PERSONNEL, LLC.,)	
)	
Defendants.)	

MEMORANDUM AND ORDER

This matter is before the Court¹ on the motion of Defendant Grane Truck Leasing Corp. (“Grane Truck Leasing”) for summary judgment. The motion was filed as a motion to dismiss for failure to state a claim, but converted by the Court to one for summary judgment, as matters outside the pleadings were submitted by Grane Truck Leasing in support of its motion. For the reasons set forth below, the motion shall be denied.

BACKGROUND

In this diversity personal injury action, Plaintiff Raymond Criner seeks damages for injuries he allegedly sustained in a motor vehicle accident between the vehicle he was driving and a trailer-tractor driven by Defendant Reginald White in the scope of his

¹ The parties have consented to the exercise of authority by the undersigned United States Magistrate Judge under 28 U.S.C. § 636(c).

employment. The record establishes that at the time of the accident, White was an employee of Defendant Grane Transportation Lines, LTD, the entity that owned the trailer and leased the tractor from Grane Truck Leasing, the owner of the tractor. Plaintiff Rene Criner seeks loss of consortium damages.

Plaintiffs assert in the Second Amended Complaint that the accident was caused by White's negligence. They also allege in Paragraph 11.1 of the complaint that, "Defendants failed to maintain their vehicle and such failure caused or contributed to cause the accident." This is the only allegation of negligence that pertains to Grane Truck Leasing. Grane Truck Leasing now argues that this allegation is insufficient to state a claim against it because the allegation lacks specificity as to what mechanical failure it refers. Grane Truck Leasing further asserts that pursuant to a lease agreement, the lessor, Grane Transportation Lines, LTD, must indemnify Grane Truck Leasing from any and all claims for personal injury resulting from operation of the tractor during the terms of the lease.

DISCUSSION

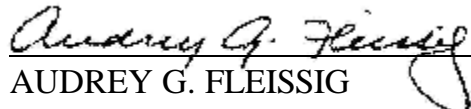
Missouri law recognizes a cause of action against the owner of a vehicle involved in an accident for negligent failure to maintain the vehicle. Black v. U-Haul Co. of Mo., 204 S.W.3d 260, 262 (Mo. Ct. App. 2006). Thus the allegation that Grane Truck Leasing failed to properly maintain the tractor states a claim. If Grane Truck Leasing seeks a more definite statement as to its alleged negligence, it may file a motion for such under Federal Rule of Civil Procedure 12(e), or may re-assert its motion for summary judgment

after the facts are more fully developed through discovery.

CONCLUSION

Accordingly,

IT IS HEREBY ORDERED that Defendant Grane Truck Leasing Corp.'s
Motion to Dismiss/for Summary Judgment is **DENIED**. [Doc. #29]



AUDREY G. FLEISSIG
UNITED STATES MAGISTRATE JUDGE

Dated this 20th day of October, 2009.